

Susan Grimes, CARP Specialist
U.S. Copyright General Counsel's Office
Library of Congress
Independence Avenue
Washington, DC

RECEIVED

FEB 21 2002

Re: Docket Number 2000-9, CARP DTRA 1 & 2

GENERAL COUNSEL
OF COPYRIGHT

Dear Ms. Grimes:

Regarding the Report of the Panel in this matter, which was delivered to you yesterday, the Panel has discovered a typographical error which should be corrected in the final and public version of the Report. Inadvertently, footnote number 36 (on page 55) was cut short. Footnote 36 should read in full as follows:

We assume this reasoning also applied to the renewal license (*see* RIAA Exhibit 60A DR). We also note that in the renewal agreement, MMM successfully negotiated a type of mutual MFN clause whereby either party would be entitled to terminate the agreement in the event the Librarian ultimately approves a rate at least 25% higher or lower than the agreement rate. *See id.* This further renders the agreement less useful as a benchmark. It would be circular reasoning for the Panel to rely upon an agreement to establish a marketplace rate that is itself tied to rates set by the Panel.

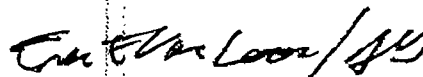
Also, footnote 37 (on page 57) should be deleted (or could be modified to read):

[Deleted due to correction of footnote 36.]

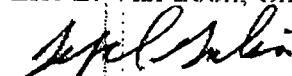
Also, the citation on page 57, line 4, to "*see* n.37, *supra*" should read "*see* n.36, *supra*."

Thank you very much for your assistance in making this correction to the Report of the Panel and to bringing this to the attention of the parties.

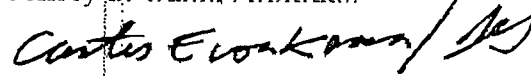
Sincerely,



Eric E. Van Loon, Chairperson



Jeffrey S. Gulin, Arbitrator



Curtis E. von Kann, Arbitrator

Dated: February 21, 2002

ORIGINAL

RECEIVED

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FEB 25 2002

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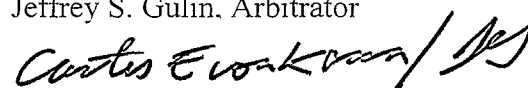
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Eric E. Van Loon, Chairperson



Jeffrey S. Gulin, Arbitrator



Curtis E. von Kann, Arbitrator

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Eric E. Van Loon, Chairperson

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JEFFREY S. GULIN

(FORMER STATE AND FEDERAL ADMINISTRATIVE JUDGE)

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Susan Grimes	Jeffrey S. Gulin
COMPANY:	DATE:
	February 21, 2002
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
1-202-252-3423	2
PHONE NUMBER:	SENDER'S FAX NUMBER:
	410-653-6676
RE:	SENDER'S TELEPHONE NUMBER:
Report Correction	410-653-6637
NOTES/COMMENTS:	

Transmitted herewith is the letter we discussed. Thank you.

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